

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 66	
2. CONTRACT (Proc. Inst. Ident.) NO. 68HERH19D0031				3. EFFECTIVE DATE 08/16/2019		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY CODE HQAD		6. ADMINISTERED BY (If other than Item 5) CODE					
HQAD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460		SCD-C					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) SCIENCE APPLICATIONS INTERNATIONAL CORPORATION Attn: Richard Democker 12010 Sunset Hills Rd Reston VA 201905856				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
CODE 078883327		FACILITY CODE					
11. SHIP TO/MARK FOR CODE OAR/OAP/CCD		12. PAYMENT WILL BE MADE BY CODE RTP					
OAR/OAP/CCD US Environmental Protection Agency 1200 Pennsylvania Avenue NW Mail Code: 62107J OAP/CCD Washington DC 20460		RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 3304 (a) ()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued						
15G. TOTAL AMOUNT OF CONTRACT						\$81,446,057.50	

16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	3	X	I	CONTRACT CLAUSES	5
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	12	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	28	X	J	LIST OF ATTACHMENTS	1
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	1		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	4		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	10				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE	
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) 19A. NAME AND TITLE OF SIGNER (Type or print)	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number SOL-DC-17-00013, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.) 20A. NAME OF CONTRACTING OFFICER Tomeka Hall
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)	19C. DATE SIGNED 20B. UNITED STATES OF AMERICA BY <u>Tomeka Hall</u> ELECTRONIC SIGNATURE (Signature of the Contracting Officer)
	20C. DATE SIGNED 08/09/2019

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HERH19D0031	PAGE	OF
		2	66

NAME OF OFFEROR OR CONTRACTOR

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 078883327 Max Expire Date: 02/15/2025 Invoice Approver: Margie Clayton Period of Performance: 08/16/2019 to 08/15/2020				
0001	Technical and Outreach Support Services for EPA's Greenhouse Gas Program Base Period Period of Performance August 16, 2019 - August 15, 2020 Obligated Amount: \$0.00				16,192,375.06
0002	Technical and Outreach Support Services for EPA's Greenhouse Gas Program Option Period Period of Performance August 16, 2020 - August 15, 2021 (Option Line Item) 08/16/2020				15,951,381.82
0003	Technical and Outreach Support Services for EPA's Greenhouse Gas Program Option Period II Period of Performance August 16, 2021 - August 15, 2022 (Option Line Item) 08/16/2021				16,116,242.22
0004	Technical and Outreach Support Services for EPA's Greenhouse Gas Program Option Period III Period of Performance August 16, 2022 - August 15, 2023 (Option Line Item) 08/16/2022				16,431,577.74
0005	Technical and Outreach Support Services for EPA's Greenhouse Gas Program Option Period IV Period of Performance August 16, 2023 - August 15, 2024 (Option Line Item) 08/16/2023 The obligated amount of award: \$0.00. The total Continued ...				16,754,480.66

NAME OF OFFEROR OR CONTRACTOR
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	for this award is shown in box 15G.				

SECTION B - SUPPLIES OR SERVICES/PRICES

B.1 EPA-B-16-101 MINIMUM AND MAXIMUM AMOUNTS

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$10,000.00 per contract. The amount of all orders placed under contract(s) awarded shall not exceed \$81,446,057.50.

B.2 CONTRACT TYPE

This is a multiple award Indefinite Delivery Indefinite Quantity (IDIQ) contract. Task orders will be competitively placed per the procedures set forth in this section and in accordance with the fair opportunity process per FAR 16.505(b)(1) and exceptions to the fair opportunity process per FAR 16.505(b)(2). Task orders will be firm fixed price or time and materials. Task order type will be stated in the task order solicitation.

B.3 AWARD OF TASK ORDERS

After contracts are awarded by the Government, services will be ordered by the issuance of individual task orders awarded on a competitive basis per FAR 16.505 (b)(1). Each awardee will be given a fair opportunity to be considered for award of each individual task order.

The fair opportunity process will operate as follows:

a. Task Orders – General:

- (1) A written task order, in accordance with the terms and conditions set forth herein, shall be the only basis for acquisition of services under this contract.
- (2) Orders will be placed directly with the contractor by U.S. Environmental Protection Agency (USEPA) Contracting Officers as a result of a Request for Task Order Proposal (RFTOP) competition.
- (3) Some orders may be exempt from competition in accordance with FAR 16.505(b)(2).
- (4) The contractor shall be responsible for performance in accordance with the terms and conditions of the contract when a task order is placed by an US EPA Contracting Officer.
- (5) In accordance with FAR 5.202, task orders placed under any resultant contract need not be synopsisized.
- (6) Contractors may not protest the award of the task order issued under the resultant contracts, except on the grounds that the order increases scope, period, or maximum value of the contract or orders valued in excess of \$10 million. Protests of orders in excess of \$10 million may only be filed with the Government Accountability Office, in accordance with the procedures at FAR 33.104.

b. Ordering Procedures:

RFTOP - When the Government identifies a requirement for work to be performed under this contract as described in Section C, the USEPA Contracting Officer will issue a written RFTOP to each Multiple Award IDIQ Contract contractor. Such information will include, but is not limited to:

- (1) Statement of Work (SOW) that identifies the Government's requirement,
- (2) instructions to the contractors for responding to the RFTOP including the time frame for submission,
- (3) evaluation and award factors, and
- (4) any other relevant instructions to the contractor.

Task Order Evaluation and Selection Procedures - Contractors responding to a RFTOP must submit their proposals through email within 30 calendar days of issuance unless otherwise specified in the RFTOP.

Offerors are advised that in the evaluation process, the price and technical merit importance will be stated in the RFTOP.

Upon receipt of the contractors' proposals, the Government will evaluate proposals received and select the contractor(s) who offer the best value for the task order. All task orders resulting from the RFTOP will be firm fixed price or time and materials.

The award of a task order will be made as a result of "best value, trade-off" or "lowest priced technically acceptable" source selection. Best value, trade-off means that the Government will perform a price/technical trade-off analysis such that business judgment will be exercised in selecting the most advantageous approach to the Government, considering both the price and technical merit of proposals. The determination of best value will be made by comparing the differences in the value of performance capability factors with the differences in the price proposed. The Government may alternatively make award to the lowest priced technically acceptable offeror. The method of selection will be stated in the RFTOP for each requirement.

The price portion of contractor responses to the RFTOP will not be assigned quantitative scores. The information contained in the proposals will be analyzed and evaluated to determine reasonableness of each price proposed. Price analysis may be performed, if necessary, to ensure:

- (a) The contractor's proposed prices are realistic for the work to be performed;
- (b) The proposed prices demonstrate that the contractor understands the Government's requirements; and
- (c) The proposed prices are consistent with the various elements contained in the proposal.

Task orders will be issued to the contractor by the USEPA Contracting Officer.

Tommie Madison
US EPA Headquarters
1200 Pennsylvania Avenue, N. W.
Mail Code: 3802R
Washington, DC 20460
Phone: 202-564-2556
Email: Madison.tommie@Epa.gov

The following fixed rates shall apply for payment purposes for the duration of the contract.

<u>Labor Category</u>	<u>Total Estimated Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
(b)(4)	(b)(4)	(b)(4)	(b)(4)

OPTION YEAR 1:

<u>Labor Category</u>	<u>Total Estimated Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
(b)(4)	(b)(4)	(b)(4)	(b)(4)

(b)(4)	(b)(4)	(b)(4)	(b)(4)
--------	--------	--------	--------

Other Direct Costs (ODCs) (b)(4)

G&A/Material Handling (b)(4)

OPTION YEAR II:

<u>Labor Category</u>	<u>Total Estimated Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
(b)(4)	(b)(4)	(b)(4)	(b)(4)

IV			
(b)(4)	(b)(4)	(b)(4)	(b)(4)

Other Direct Costs (ODCs) (b)(4)

G&A/Material Handling (b)(4)

OPTION YEAR III:

<u>Labor Category</u>	<u>Total Estimated Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
(b)(4)	(b)(4)	(b)(4)	(b)(4)

IV			
(b)(4)	(b)(4)	(b)(4)	(b)(4)

Other Direct Costs (ODCs)

G&A/Material Handling

OPTION YEAR IV:

<u>Labor Category</u>	<u>Total Estimated Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
(b)(4)	(b)(4)	(b)(4)	(b)(4)

(b)(4)	(b)(4)	(b)(4)	(b)(4)
--------	--------	--------	--------

(b)(4)	(b)(4)	(b)(4)	(b)(4)
--------	--------	--------	--------

Other Direct Costs (ODCs) (b)(4)

G&A/Material Handling (b)(4)

B.6 Other Direct Costs (ODCs)

Labor will not be reimbursed as an ODC unless authorized in writing by the Contracting Officer. ODCs may include travel, audio/visual, reproduction/copying, supplies, postage/courier, communications, and other miscellaneous expenses. Fee and/or profit is not permitted on ODCs.

SECTION C - DESCRIPTION/SPECIFICATIONS

C.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
EPAAR	1552.211-79	Compliance with EPA Policies for Information Resources Management. (JAN 2012)

C.2 STATEMENT OF WORK (SOW)

Technical and Outreach Support Services for Greenhouse Gas Programs

I. INTRODUCTION & BACKGROUND

The Climate Change Division (CCD) is charged with protecting human health and the environment through assessing and addressing issues related to climate change. CCD has a range of activities including data collection and technical analysis of emissions, sources, mitigation and adaptation opportunities; managing the annual data reporting, verification and publication of greenhouse gas (GHG) data and compiling the Inventory of US Greenhouse Gas Emissions and Sinks; implementing partnership programs targeting non-CO₂ GHGs; developing analysis and support related to GHG emissions, technologies, economics, science, and policy across key sectors; applying the latest climate impacts and science information in policy contexts; conducting comprehensive economic analysis of climate and energy policies; advancing understanding of the key climate change mitigation technologies; general policy and analysis; and coordinating communication. CCD coordinates extensively with headquarters and regional offices as well as other Government agencies (e.g., DOE, DOI, DOT, USDA, CEQ, CEA, NOAA, NASA OMB, USGCRP, states, etc.) on a myriad of issues (e.g., Clean Air Act; National Environmental Policy Act; Endangered Species Act; Safe Drinking Water Act; greenhouse gas monitoring, reporting, and verification; science assessments). The scope of CCD's work is often wide ranging and due to the variety of stakeholders and nature of the issues, CCD products and expertise are used for multiple purposes and audiences. For example, CCD houses the Global Methane Initiative, an international public private partnership focused on reducing methane emissions in key sectors; much of that work is leveraged in other groups such as the Climate and Clean Air Coalition and the Arctic Council.

Given the complexity of the issues, CCD has worked to develop versatile capabilities and tools that can be used in a variety of ways. These efforts are typically in the functional areas of a) technical analytical support b) data and analysis c) policy and program support, d) communication and training support, e) data systems and information technology support as well as f) general support that applies to all functional areas. These efforts include, but are not limited to:

- Monitoring, Reporting and Verification (MRV): CCD is a resource for data on U.S. and global emissions and sequestration, inventory and accounting development, direct facility reporting, monitoring methods, and the design of effective MRV and data systems for a range of policies.
- Economic Modeling: CCD has developed modeling tools and conducts analysis on a wide range of issues (e.g., sector-based strategies, benefits).
- Science and Impacts: CCD plays a key role in assessing and communicating the latest science and impacts information in policy contexts (e.g., urgency, benefits, avoided impacts/costs, climate indicators, short-lived climate forcers, etc.).

- Policy Analysis: CCD provides policy advice on several key issues and sound deployment of mitigation technologies, including, non-CO₂ GHGs, market-based mechanisms, accounting for CO₂ emissions from biogenic sources, land use change and forestry, carbon capture and sequestration (CCS) (particularly storage issues), and MRV across GHG emissions sources.
- Non-CO₂ GHGs: CCD remains a world leader on the cost and performance of technologies to reduce emissions of methane and fluorinated GHGs from industrial sources (e.g., landfills, oil and gas, coal mines, agricultural sources) and providing analysis, assessment tools, materials, workshops, etc to characterize opportunities for abatement and capture and use of methane across a variety of stakeholders and partnerships.
- Agriculture, forestry and other land-use: CCD has developed a strong interdisciplinary expertise in assessing emissions from this sector, including monitoring, economics, impacts, and policies.
- Communication: CCD runs the Agency's climate change website, one of the most popular EPA sites on the internet and is enhancing it to improve communications and accessibility as technology advances.

The Government shall make the final decision on all contractor-provided recommendations, options, assessments, analyses, etc. All reports, materials, or work products generated under this Statement of Work shall be submitted for Government review and approval prior to use or distribution. Furthermore, the contractor shall not provide legal services or engage in activity involving the interpretation or evaluation of laws or regulations for the Government.

The contractor shall be prepared to conduct the work specified below in the US and internationally, if appropriate and authorized. The contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified) to perform the Tasks as follows:

II. TASKS

The Contractor shall perform the following tasks:

A. Technical Analytical Support

1. Identify, conduct and evaluate economic and policy analyses of mitigation strategies for GHG emissions and sinks. Analyses may be for specific technologies, for specific United States sectors (e.g., energy, industry, transportation, forestry and agriculture), for the entire United States economy, for key domestic or world regions, or globally. The Contractor shall identify, conduct and evaluate studies of the economic costs and benefits of incentives and subsidies, regulations, policies, partnership programs, market mechanisms, bans, and de-regulatory activities.
2. Analyze economic impacts of EPA actions and programs, such as societal costs and benefits, burdens on affected parties (including small businesses), and effects on other government regulatory and policy priorities. Conduct non-economic components of regulatory impact analysis, such as analyzing extent to which regulatory actions comply with rulemaking-related Executive Orders and statutes. Analyze the effects of domestic and international energy efficiency programs on GHG reductions and government regulations and policies. Analyze associated environmental, economic, technical, and other impacts of EPA and other programs and activities. Evaluate the suitability of alternate or complementary policies and measures both in the context of cap-and-trade (e.g., allowance set-asides) and external to cap-and-trade (e.g., incentive programs, fees, etc.).
3. Identify, conduct and evaluate technical analysis of the impacts of climate change across different GHG emission scenarios and estimate the monetary and non-monetary damages from these impacts on the United States and globally. This work includes both market impacts (e.g., energy production and consumption, forestry and agriculture, tourism, coastal damages and shore protection costs) and non-market impacts (e.g., human health, ecosystem services, recreational use of public resources such as national parks) of climate

change, and adaptive response (actual or planned) to impacts. Also, the impact sector analyses may be incorporated, where appropriate, into broader analytical frameworks (e.g., integrated assessment models) or larger sectoral models. Contractor shall also identify and develop risk characterization and probability efforts to more effectively communicate climate change impacts/benefits. This may include the application of a risk management approach to characterizing benefits and may focus on impacts that are particularly difficult to quantify and/or monetize.

4. Research, identify, evaluate, track, and develop indicators to better understand and communicate the causes and effects of climate change. Inform development of communication and training materials through identifying and assessing climate impacts on vulnerable populations (e.g., tribes, children, environmental justice communities, etc) and through tracking local government efforts to adapt to climate change. The Contractor shall perform activities related to this topic, including tracking and maintaining appropriate datasets and other documentation, formulating data to present and communicate key findings, researching the scientific literature, organizing workshops to gather feedback on EPA's indicator efforts and solicit ideas for new indicator development, and preparing indicator reports for print and/or the web. This work shall be conducted in a way that ensures that data quality objectives are met.
5. **(Optional)** Develop or access appropriate models to conduct analyses, including review, testing, and modification of models. Validate and run mathematical models to perform direct analyses and sensitivity analyses of physical-chemical processes, biological responses, and economic systems, and assess options for mitigation, adaptation, or other strategies, and track progress of actions taken to mitigate or adapt to climate change. Contractor shall build databases in which to maintain data. Contractor shall maintain current documentation about the model code, inputs, validation, runs, and output and make available to EPA upon request. In addition, the Contractor shall review and compare models developed by others and analyze results in terms of accuracy of assumptions and quality of analysis. The Contractor shall develop, construct, assess, refine and use a range of analytical modeling tools related to all program areas under the SOW (see below for examples of modeling tools).
6. Models requiring direct development, support, utilization or some combination thereof include the following:
 - a. *Economic Modeling of Climate Change Policies*: The Contractor shall estimate the effectiveness and outcomes of policies and measures using a variety of platforms including, but not limited to, computable general equilibrium models, energy sector models, forestry and agriculture models, industrial sector models, international trade models, and spreadsheet-based models.
 - b. *Land Use and Land Use Change Modeling*: The Contractor shall model and analyze climate, energy, land use and other policy implications for competition between land uses, including but not limited to, interactions between and activities within the forestry, agriculture and bioenergy sectors. The Contractor shall collect data for and evaluate forestry, bioenergy and agricultural economic activity (including sector-specific commodity markets) and biophysical conditions, GHG emissions, carbon sequestration and accounting, GHG mitigation and bioenergy potential, and sector-related climate change impacts in the U.S. and internationally.
 - c. *Integrated Assessment, Climate, and Atmospheric Modeling*: The Contractor shall model the atmospheric impacts of various emissions scenarios and the atmospheric interactions of various gases in conjunction with the damages or benefits (economic impacts) due to climate change and mitigation options, assess different feedback effects and ecological and other types of responses, simulate the world economy through time with the objective of producing scenarios of GHGs and their precursors emitted as a result of human activities, and provide resulting emissions scenarios to serve as inputs into Earth System Models along with scenarios of natural emissions of GHGs from ecosystems modeling to produce scenarios of climate change induced by GHGs. The Contractor shall develop improved estimates of the economic impacts and climatic implications of measures to reduce emissions of GHGs, particularly focused on the non-CO₂ GHGs.

7. In addition to long-lived GHGs, EPA is interested in black carbon (BC) and other short-lived climate forcers as contributors to climate change and is involved in a number of policy efforts related to BC such as activities under the Arctic Council. CCD may need contractor assistance to identify, review, analyze, assess, develop, and communicate the following for BC: (1) domestic, regional, and global emissions sources and concentrations; (2) global and regional radiative forcing effects of organic carbon and other co-emitted pollutants; (3) global and regional temperature and precipitation effects and other non-radiative effects; and (4) economic and/or policy analyses of potential mitigation options.
8. Evaluate carbon capture, utilization and sequestration technologies for mitigating GHG emissions, including: (1) analysis and assessment of CCS technologies, e.g. capture from power plants or industrial sources, transport, injection, and long-term storage in geologic formations (such as deep saline formations, oil and gas reservoirs, and unmineable coal seams); (2) analysis and assessment of technologies for utilizing anthropogenic CO₂; (3) evaluation of technical and non-technical aspects related to CCS deployment; (4) evaluation of risks to human health and the environment; and (5) evaluation of technologies and methodologies for monitoring CCS projects, including detection and quantification of potential surface leakage from geologic sequestration sites.
9. Assess technologies and approaches relevant to reducing GHG emissions such as energy efficiency, clean energy, bioenergy, CCS, low-GWP substitute gases or substances, or management practices. For each technology or approach, estimate effectiveness, cost, applicability, related co-benefits such as effects on air quality, and any other environmental impacts. Summarize these bottom-up technology assessments as marginal abatement curves or other tools and develop approaches to incorporate bottom-up approaches in modeling or policy analysis efforts, such as in top-down and general equilibrium modeling of GHG reductions policies and programs. For example, the Contractor shall develop regional cost curves based on assessments of mitigation costs and practicable quantities for incorporation in general equilibrium modeling.
10. The contractor shall provide technical and analytical support for technology demonstration projects in the US and internationally. These projects may involve demonstrations of any or all parts of a methane mitigation or recovery system, treatment and final use or disposal of gas and liquid and solid effluent portions. This support may include site-specific engineering design, fabrication, installation and start-up assistance, trouble-shooting, operator training, data collection and monitoring, research, data analysis, and development of technical papers. Demonstration projects may require the purchase and installation of equipment, either for system operation, such as tanks or flares, or for evaluation, such as gas meters. The contractor shall focus on technologies that are affordable, replicable, serviceable, and appropriate for the sub-sector and climate targeted.

B. Data and Analysis

1. Support efforts to develop the annual Inventory of United States GHG Emissions and Sinks report submitted to the United Nations Framework Convention on Climate Change (UNFCCC). Estimate GHG emissions from the GHGs required by the UNFCCC, including, but not limited to, carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride, and nitrogen trifluoride. Calculate carbon dioxide emissions that are removed from the atmosphere by "sinks." Calculate uncertainty and perform required quality assurance/quality control (QA/QC) procedures. Use accepted international methodologies, such as those developed by the Intergovernmental Panel on Climate Change (IPCC), while investigating new methodologies and data sources applicable to United States sources and sinks. Incorporate information from other EPA data sets such as the Greenhouse Gas Reporting Program.
2. Estimates of GHG emissions and sinks are needed across all sectors at national, state, corporate, and project scales. The Contractor shall conduct research on methodological advances and develop methodologies for estimation of GHG emissions and sinks. Finally, the Contractor shall collect and analyze data domestically and internationally to develop GHG inventory estimates, and/or to develop performance/emissions benchmarks across sectors, and for project activities.

3. Conduct technical and scientific analyses to advance tools, data, and evaluation methodologies on land use, land use change, and forestry, including mitigation and biomass potential and bioenergy demand. Research and develop an approach to account for leakage and analyze methodologies for accounting for and assessing trends of natural disturbances (such as wildfire).
4. Track historical and project future GHG emissions for domestic regions, the United States, and internationally based on available activity data, emissions reports, and standard emissions calculation and projection methodologies. The Contractor shall characterize source industries in detail and identify the specific processes within those industries producing emissions. The Contractor shall also characterize and assess sectors in which sequestration and other sink activities occur. Past work has particularly focused on non-CO₂ emissions projections.
5. **(Optional)** Enhance electronic data management systems for compiling, archiving and publishing greenhouse gas inventory data in order to streamline processes and improve data quality and data usage for both internal and external inventory data users.
6. Track the latest research relevant to improvements to GHG Inventory estimates. Conduct assessments of key studies with data that could be used to directly update the GHG Inventory (e.g. improved activity data and improved emission factors) and make recommendations for integrating new information into the GHG Inventory. Examine new studies that assess remote sensing capabilities for measuring GHGs, present top down estimates of GHGs, or compare results of top down studies with bottom up estimates and provide recommendations on how this information can be used to assess the GHG Inventory.
7. Provide necessary technical support for implementation, verification and publication of the data collected under the Greenhouse Gas Reporting Program (40 CFR 98), including but not limited to:
 - Review and evaluate existing as well as new or proposed data reporting requirements relevant to source categories including: evaluating the scope of affected sources including, but not limited to, the level of reporting (unit/facility), the number of reporters, data reported (e.g., fuels, emissions data, operating parameters); evaluating the frequency of reporting; analyzing monitoring methods required for various data elements; analyzing requirements for calculating emissions from missing data, if applicable; analyzing QA/QC requirements; evaluating the availability of relevant public information; and analyzing verification and certification procedures.
 - Review and evaluate existing and new monitoring methods and/or sources including reviewing state-level data as appropriate for any relevant updates and consider gaps and means to address any gaps.
 - Develop issue papers on specific topics associated with implementation such as new source categories, “facility” definitions; thresholds for reporting, monitoring equipment currently used (e.g., current and near future technologies, costs) and calibration requirements, data management and improvements; verification; recordkeeping and reporting; cross-walking of data (e.g., incorporation of GHG reporting rule data or methods into U.S. GHG Inventory report).
 - Prepare responses to technical questions on source categories such as on equipment, instrument calibration, calculation methods, monitoring methods, data ranges, and verification procedures.
 - Perform field tests and studies, including: assessing the appropriateness and effectiveness of continuous emission monitoring systems or other emissions quantification techniques for measuring or quantifying parameters such as GHGs; examining new reference methods or systems for use with continuous emission monitoring or other tiers used in the GHGRP; assessing the quality of calibration standards (including cylinder gas standards and calibration gas generators) used to quality assure data collected by measurement methods and monitoring systems; developing emission factors for large stationary sources including power boilers and industrial boilers and for emissions including GHGs.
 - Analyze options for conducting verification of data using expertise in both industrial processes and statistics.
 - Compare verification results with states/regional programs requiring third party verification.

- Analyze options for using outside data sets emissions data, such as the U.S. National GHG Emissions Inventory, Energy Information Administration (EIA) data, and/or state data.
- Analyze records supporting emissions data which could include but is not limited to monitoring plans, QA/QC plans, calibration records, fields logs, company records, and calculations.
- Develop verification algorithms that will be conducted on each facility report by the data reporting system.
- Develop statistical approaches to be used across source categories to verify data and identify potential errors.
- Prepare scatter charts and other visual displays comparing key parameters (e.g., production versus emissions) for all of the facilities within a subpart.
- Design and/or maintain statistical analysis software tool used to verify data.
- Identify facilities that have discontinued reporting to the GHGRP without a valid reason, contact and provide compliance assistance as needed to these facilities, conduct research on facilities that may have shut down or changed ownership, propose and develop standard operating procedures for EPA to help facilities overcome common obstacles to reporting, and track the progress of facilities towards full compliance.
- Using outside datasets and publication, industry knowledge, and data analysis results, identify facilities that appear to be subject to the GHGRP but have not submitted reports. Track all research efforts, analysis results, and outreach activities in a systematic fashion for future reference.
- Draft technical memoranda and other analytic material outlining technical efforts and findings for distribution to EPA Regional Offices to support potential enforcement actions.
- Support selected field audits or provide technical data in support of EPA regional offices.

C. Policy and Program Support

1. Provide technical and administrative support for information collection requests, rulemakings, including technical and economic analyses to support policies; supporting development of preamble and rule language; developing and organizing materials for public dockets; supporting development of technical or support documents and regulatory impact assessments; providing support for public hearings; and supporting compilation, analysis, and responses to public comments received on rulemakings.
2. Identify, develop, analyze, and evaluate domestic and international measures, research, projections, policies, programs, mechanisms and activities to mitigate emissions of GHGs. For example, analyze institutional barriers to implementing climate policies, and assess the effectiveness of country-specific institutions to perform functions called for under the UNFCCC; assess effectiveness of national communications produced by developing and Economies in Transition (EIT) countries; and/or identify, develop and analyze policy options and guidance such as opportunities for state and local or international governments to simultaneously enhance domestic energy supplies and meet air quality goals.
3. Support implementation, program maintenance, stakeholder support and outreach and communications of CCD's partnership programs and efforts to reduce non-CO₂ greenhouse gases.
4. Assess the applicability of technologies and techniques for GHG mitigation and recovery at different operations; analyzing the potential to adapt existing technologies for application at specific sites; assessing the economics feasibility and the applicability of available technologies and techniques for maximizing the mitigation and recovery for a variety of uses; and evaluating the full range of technical issues related to expanding the mitigation and/or recovery from various operations at specific sites or specific regions and countries. The contractor shall also assess related components of the gas recovery technology, such as construction techniques, local resources available for such projects, or novel applications of existing technologies. The contractor shall evaluate the impact of such factors as potential trends in energy prices, carbon pricing, access to investment capital, trends in interest rates, tax policies, and economic/financial risks on a potential project's feasibility.

5. Support the Global Methane Initiative's efforts to increase awareness and understanding about the Global Methane Initiative among governments, the private sector, and other governmental and non-governmental organizations with an interest in methane capture and use projects in developing countries. Provide the GMI with meeting support, general administrative support, technical experts to support specific methane sector subcommittees, outreach and marketing support
6. Support efforts of specific GMI sectors to provide capacity building support in partner countries (full list of potential countries available at www.globalmethane.org) via development of technical workshops, inventories, feasibility studies, specific sector country-wide resource assessments and supporting sector teams as they work to encourage project development in GMI countries.

D. Communication and Training

1. Support capacity building for the design and operation of effective GHG reporting and data analysis and reduction programs across key sectors. Assist in implementation of capacity-building efforts internationally including technical educational sessions and potential direct technical assistance. Develop, assess and update tools (e.g. software, planning templates, etc.) and materials (e.g. training webinars, fact sheets, etc.) to share best practices, facilitate compilation of GHG information and related emissions/economic analyses. Support EPA in development and implementation of communication on available tools and materials. Identify regional GHG inventory, reporting, economics, mitigation technology experts and institutions to support knowledge exchange on best practices, apply tools and implement technical assistance in key sectors. Support organization and planning of EPA and partner (e.g. other USG and relevant international organization) capacity building regional and focused technical outreach sessions.
2. Support developing information, education, and other communication products for a variety of audiences. Support will include audience identification, media strategy, and content development for a number of platforms including websites pages, interactive web modules, videos, social media, print products, user-friendly dashboards, developer-friendly application programming interfaces, mobile applications, and webinar support. This task can include drafting copy, copy-editing, design lay-out, preparation of graphics and video, identification of appropriate photos, translation where needed (e.g., Spanish, Chinese, Russian, Arabic, etc), and all other activities necessary to finalizing materials for print and web publication. The outreach materials and activities will support EPA's websites as well as EPA's participation in expert meetings, workgroup meetings, conferences, colloquia, workshops, training programs, webinars, public events, general outreach and education efforts, and other venues. In anticipation of continual and fast-paced development in Web applications, social media, data presentation, and computer infrastructure, this task requires that the Contractor apprise EPA of emerging technologies and approaches that could be employed to improve communication efforts. This task may include aggregating and presenting confidential business information.
3. **(Optional)** Support maintenance, revision, and expansion of the existing EPA Climate Change and Greenhouse Gas Reporting Program websites, and CCD's associated partnership program websites by providing web-content development and updates to effectively communicate ongoing programmatic, regulatory, communications, science, policy and education efforts. This web maintenance and update activity will require: superior understanding of EPA's existing web content, web standards, and Drupal content management system; ability to draft high-quality textual and graphical content for EPA review and approval; expertise in web navigation, usability, and design; and ability to coordinate, with technical direction from the COR, with internal and external data and information providers for use in materials. The Contractor shall ensure that each Web-ready item produced is Section 508-compliant and will have tagging or metadata consistent with EPA standards and requirements, and to optimize search results.
4. Organize and conduct study tours for interested delegations. These study tours may include site visits to one or more sites in the US or internationally as appropriate. Elements of this activity include development of an itinerary / agenda, identification of appropriate persons to accompany the delegations, and logistical elements associated

with implementing the study tour (i.e. transportation, logistics, etc.). In some cases, these tours will be held in conjunction with technology transfer workshops or other classroom sessions.

5. Develop questions, designs, wireframes or other material for soliciting comments from stakeholders or focus groups regarding needs, uses, and preferences for data presentation and publication. Collect comments from stakeholders and summarize the feedback for EPA review.
6. Present design option for displaying data. Design options may include dynamic features such as search and filter criteria that would allow users to develop specific searches. The design options may also include mapping and/or dashboard components.
7. **(Optional)** Develop, enhance, and/or maintain any EPA data publication tools or instruments. Perform updates of these tools, including updating the data publication tools using electronic file extracts (e.g., XML files) from the data system; develop and maintain a Data Publication Engine to extract information from the reporting database and apply summary routines or other transformations to present the data logically and clearly.

E. Development of Data Systems and Information Technology

1. **(Optional)** Support the development of an efficient electronic system to transfer data into the appropriate categorization for the UNFCCC Common Reporting Format (CRF) Reporter in generating the U.S. CRF tables. Integrate current data collection and storage procedures with the new CRF Reporter database reporting system developed by the UNFCCC. Complete further investigations and support for alternative data storage systems.
2. **(Optional)** Support the development of the electronic database systems for collection and archiving of annual national greenhouse gas inventory data. Refine existing data element architecture, improve interface for query developments, and prioritize data element relationships. Support interface published on EPA's website allowing external, public users access to underlying national greenhouse gas inventory data and graphical tools.
3. **(Optional)** Support the operation of a GMI Customer Relationship Management (CRM) data system for tracking all GMI activities.
4. **(Optional)** Support the development and modernization of the Greenhouse Gas Reporting Program's electronic greenhouse gas data system, commonly referred to as e-GGRT. This is a web-based reporting tool and related systems (e.g. Inputs Verifier Tool, integrated Verification Process) that is housed at EPA and currently hosted at EPA's National Computing Center (NCC). The contractor shall perform activities in support of the continued development of this data system, gathering data and business requirements and other information for source categories, and updating the system architecture and database as appropriate to support annual reporting cycles under Part 98 and year to year changes of data and business requirements. The database contains Confidential Business Information (CBI). The contractor will be required to manage CBI, personally identifiable information, and comply with relevant Agency and federal information security guidelines, practices, and procedures. The activities supporting e-GGRT include but are not limited to:
 - Support efforts to reduce duplicate State/Federal GHG reporting burden and State/Federal GHG reporting and data exchange harmonization.
 - Coordinate with other EPA reporting programs and databases such as the Central Data Exchange (CDX), the Facility Registry System (FRS), Clean Air Markets Division Business System (CBS), and others.
 - Conduct enhancements of the data base. Coordinate with the NCC to deploy updates to the system.
 - Analyze and develop a reasonable range of emissions for source categories; prepare statistical tests to determine areas for reporting errors.
 - Support training on all elements/modules of the reporting tool, develop, maintain and update user guides, training material, help content, frequently asked questions, and other documents to assist data system users.

- Provide technical help-desk assistance to assist reporters with data reporting problems including passwords, data entry, ID proofing, and address technical questions, etc.
- Implement or support implementation of system compliance with Agency and Federal IT standards including but not limited to maintaining system documentation, NIST controls (FISMA), 508 accessibility, System Security Plan, CPIC performance metrics etc.
- Prepare and design reports for publication of emissions activity (for example by geographic areas, by sector types, by gas, by size of facility output, intensity, etc.). Prepare, and update, as appropriate Extract, Translate, and Load (ETL) scripts to scrutinize/redact Confidential Business Information (CBI) data before publishing, and transform the data into a structure more amenable to publication and search.
- Provide support for deploying statistical analysis and business intelligence software tools used to verify and analyze data as it is developed and once it is deployed; design user-friendly interfaces and reports for conducting tests and analyzing data outputs; conduct standard maintenance and enhancement of statistical software and business intelligence tool.
- Update the production data system incorporating COTS or open-source tools as needed, include but not limited to, programming the production data system application, web services, database schema and procedures, extensions and supporting applications for administration and help; providing unit, system and load testing for the data system staging and production; providing a means of tracking issues and resolution in development and production; and publishing the results through EPA web site(s).
- Provide technical assistance, planning and implementation support to modernize the data system over time, to improve system stability, security, availability, data access and usability.
- Support e-GGRT related EPA e-Enterprise efforts that may impact the Greenhouse Gas Reporting Program, for example back-end data integration with other EPA Air or Agency programs, consolidation of facility attribute data including Part 98 attributes across Agency programs, etc.

F. Operation and Maintenance of Data Systems and Information Technology

1. Operate and maintain CCD information technology systems including applications, databases and related services.
 - Deploy and maintain all Reporting Year versions of CRF, CRM, e-GGRT, and other Information Technology resources;
 - Deploy and maintain e-GGRT User Registration, Facility Registration, Correspondence Tool, Help Desk tools, and the EPA Reports area of the application;
 - Coordinate with NCC and other counterparts for hosting, application deployments, and database updates;
 - Maintain accounts needed to access NCC servers;
 - Maintain documentation of each e-GGRT build;
 - Update systems to accommodate new software versions, patches, and to respond to security issues;
 - Provide on-call support for application and database-related operations issues;
 - Provide environments to allow testing of the application by various stakeholders; and
 - Notify EPA personnel immediately of unplanned outages or latency.

G. General

1. Provide a full range of logistical services in support of CCD sponsored meetings and conferences both domestically and internationally, including those meetings in support of the GMI. The Contractor shall identify and manage contact with appropriate participants, facilitators, speakers, translators, and logistical assistants; provide beverages and food in accordance with Federal Appropriation Regulations; secure meeting and conference facilities including supporting equipment; develop agendas in conjunction with the EPA to achieve the desired outcomes; provide facilitation support for meetings and conferences; prepare mailing lists, announcements, or notices via web or social media channels, to notify potential attendees of scheduled meetings and or conferences; coordinate travel arrangements for necessary experts; provide note-takers to record event proceedings through flip-charts and laptop-based recording methods; and finalize event proceedings for review, approval, and distribution to audiences

specified by EPA. The Contractor shall also support and facilitate virtual meetings using appropriate and cutting-edge software.

2. Conduct and prepare synopses of literature reviews through materials such as books, reports, journals, articles, conference proceedings, web pages, and unpublished documents. These reviews shall include preparation of bibliographies and accurate citations.
3. Conduct research and prepare reports in areas where literature searches do not provide sufficient information, and for other purposes such as to conduct industry survey scans of key activities and actors, and to summarize economic, scientific, technological, and environmental trends and advances. The Contractor shall analyze and report on trends in government, business, non-governmental organizations and other sectors that might affect EPA's domestic and international activities such as capacity building, policy and program development or implementation.
4. Coordinate and/or conduct peer review of technical reports, data, modeling or technical analyses, literature syntheses and other materials where peer review is desired and/or required to meet information quality objectives. Contractor shall also provide support in documenting any additional information quality components of products (e.g. objectivity, transparency, accessibility etc.). Peer review shall be performed in accordance with EPA Peer Review Guidelines available at http://www2.epa.gov/osa/peer-review-handbook-4th-edition-2015_
5. Develop and test survey instruments, analyze survey data to investigate subject matter described in this SOW. The Contractor shall provide all available data to the Contracting Officer's Representative (COR).
6. Support EPA efforts to ensure Information Quality by developing and/or implementing Quality Assurance and/or Quality Control plans (QA/QC) and conducting and documenting accuracy assessments.
7. Provide quick turn analysis and long-term projects on an as needed basis.

Appendix A: List of Current EPA Partnerships Programs:

Global Methane Initiative (GMI)
Climate and Clean Air Coalition (supported by NCPB)
US Canada Air Quality Agreement (supported by NCPB)
Natural Gas STAR
Coalbed Methane Outreach Program
AgSTAR
Landfill Methane Outreach Program
Voluntary Aluminum Industrial Partnership (VAIP)
SF6 Emission Reduction Partnership for Electric Power Systems (EPS)

Appendix B: List of GHGRP Source Categories

Subpart A - General Provisions
Subpart C - General Stationary Combustion Sources
Subpart D - Electricity Generation
Subpart E - Adipic Acid Production
Subpart F - Aluminum Production
Subpart G - Ammonia Manufacturing
Subpart H - Cement Production

Subpart I - Electronics Manufacturing
Subpart K - Ferroalloy Production
Subpart L - Fluorinated Gas Production
Subpart N - Glass Production
Subpart O - HCFC-22 Production and HFC-23 Destruction
Subpart P - Hydrogen Production
Subpart Q - Iron and Steel Production
Subpart R - Lead Production
Subpart S - Lime Manufacturing
Subpart T - Magnesium Production
Subpart U - Miscellaneous Uses of Carbonate
Subpart V - Nitric Acid Production
Subpart W - Petroleum and Natural Gas Systems
Subpart X - Petrochemical Production
Subpart Y - Petroleum Refineries
Subpart Z - Phosphoric Acid Production
Subpart AA - Pulp and Paper Manufacturing
Subpart BB - Silicon Carbide Production
Subpart CC - Soda Ash Manufacturing
Subpart DD - Electrical Transmission and Distribution Equipment Use
Subpart EE - Titanium Dioxide Production
Subpart FF - Underground Coal Mines
Subpart GG - Zinc Production
Subpart HH - Municipal Solid Waste Landfills
Subpart II - Industrial Wastewater Treatment
Subpart LL - Suppliers of Coal-based Liquid Fuels
Subpart MM - Suppliers of Petroleum Products
Subpart NN - Suppliers of Natural Gas and Natural Gas Liquids
Subpart OO - Suppliers of Industrial Greenhouse Gases
Subpart PP - Suppliers of Carbon Dioxide
Subpart QQ - Importers and Exporters of Fluorinated GHGs Contained in Pre-Charged Equipment or Closed-Cell Foams
Subpart RR - Geologic Sequestration of Carbon Dioxide
Subpart SS - Electrical Equipment Manufacture or Refurbishment
Subpart TT - Industrial Waste Landfills
Subpart UU - Injection of Carbon Dioxide

Appendix C: List of CCD websites

EPA's overarching climate site and related climate sites, including:

- www.epa.gov/climatechange

- Climate Change Science
- Climate Change in the United States: Benefits of Action (CIRA site)
- Greenhouse Gas Emissions
- Climate Change Impacts
- Climate Change Indicators in the United States
- Mitigation of Non-CO2 Greenhouse Gases
- Students' Guide to Global Climate Change
- Greenhouse Gas Reporting Program

Appendix D: List of relevant statutes and publications

Clean Air Act

Melillo, Jerry M., Terese (T.C.) Richmond, and Gary W. Yohe, Eds., 2014: *Climate Change Impacts in the United States: The Third National Climate Assessment*. U.S. Global Change Research Program, 841 pp. doi:10.7930/J0Z31WJ2.

IPCC AR5: <https://www.ipcc.ch/report/ar5/index.shtml>

EPA. 2015. Climate Change in the United States: Benefits of Global Action. United States Environmental Protection Agency, Office of Atmospheric Programs, EPA 430-R-15-001. www.epa.gov/cira

U.S. Environmental Protection Agency. 2014. Climate change indicators in the United States, 2014. Third edition. EPA 430-R-14-004. www.epa.gov/climatechange/indicators.

NAS. 2010. *Advancing the Science of Climate Change*. National Academy of Sciences. DOI 10.17226/12782. <http://nap.edu/12782>

USGCRP, 2016: *The Impacts of Climate Change on Human Health in the United States: A Scientific Assessment*. Crimmins, A., J. Balbus, J. Gamble, C.B. Beard, J.E. Bell, D. Dodgen, R.J. Eisen, N. Fann, M. Hawkins, S.C. Herring, L. Jantarasami, D. Mills, S. Saha, M. Sarofim, J. Trtanj, and L. Ziska, Eds. U.S. Global Change Research Program, Washington, DC. health2016.globalchange.gov

Cybersecurity and Protecting Sensitive Information

The tasks which are applicable to this requirement are indicated below:

TASK	TITLE	APPLICABLE
A	Personally Identifiable Information Contract Closeout	X
B	Contractor Return of all EPA-Provided and EPA-Activity-Related Information	X
C	Verified Secure Destruction of All EPA-Provided and EPA-Activity-Related Information	X
D	Contractor Return of all EPA-Owned and Leased Computing and Information Storage Equipment	X
E	Authority to Operate (ATO) Suspension or Revocation	X
F	Security Monitoring and Alerting Requirements	X
G	IT Security and Privacy Awareness Training	X
H	Specialized Information Security Training for Staff with Significant Security Responsibilities	X
I	Federal Reporting Requirements	X
J	Protecting Sensitive Information	X
K	Security Assessment and Authorization (SA&A)	X
L	Contractor System Oversight/Compliance	X
M	Contractor Access to EPA IT Systems	X
N	Individual Notification for Personally Identifiable Information	X

O	Credit Monitoring and Identity Protection	X
P	Compliance with IT Security Policies	X
Q	Secure Technical Implementation	X
R	Internet Protocol Version 6 (IPv6)	X
S	Cloud Service Computing	<input type="checkbox"/>
T	Contract Performance Information and Testimony	X
U	Rehabilitation Act Section 508 Standards	X
V	Termination for Default - Failure to Report Information Security Incident	X

Task Key:

Contract Type	Required Tasks
IT Hardware	A,B,C,F,G,H,I,J,K,M,P,Q,R,T,U,V
IT Software	A,F,H,I,J,K,L,M,P,Q,R,T,U,V
Green IT	A,B,C,E,F,H,I,J,K,M,P,Q,R,U,V
IT Services	A,B,C,D,E,G,H,I,J,L,M,O,P,Q,T,U,V
Data Center Services	A,B,C,E,F,G,H,I,J,K,L,M,N,O,P,Q,R,T,U,V
Cloud Computing	A,B,C,E,F,G,H,I,J,K,L,M,N,O,P,Q,R,S,T,U,V
Cyber Security Product and Services	A,B,E,F,G,H,I,J,K,L,M,O,P,Q,R,T,V

The full text of the tasks are described, as follows:

Task A - Personally Identifiable Information Contract Closeout

(a) *Definition.* Personally Identifiable Information (PII) - as defined in OMB Memorandum M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information, PII refers to sensitive information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.

(b) *Certification of Sanitization of EPA-provided and EPA-Activity-Related Files and Information (including but not limited to all records, files, and metadata in electronic or hardcopy format).* As part of contract closeout, the Contractor shall submit a *Certification of Sanitization of EPA-provided and EPA-Activity-Related Files and Information* to the Contracting Officer and the Contracting Officer's Representative (COR) following the template provided in Appendix G of National Institute of Standards and Technology (NIST) Special Publication 800-88, Guidelines for Media Sanitization Revision 1, which assesses risk associated with Personally Identifiable Information (PII) that was generated, maintained, transmitted, stored or processed by the Contractor. The Senior Agency Official for Privacy (SAOP) shall review the Certification and coordinate with the Contracting Officer and the COR.

(c) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task B - Contractor Return of all EPA-Provided and EPA-Activity-Related Information

(a) Within thirty (30) days (or a different time period approved by EPA) of an EPA request, or after the end of the contract performance period, the Contractor must return all originals of all EPA-provided and EPA-Activity-Related Information (including but not limited to all records, files, and metadata in electronic or hardcopy format). The Contractor must return originals obtained while conducting activities in accordance with the contract with EPA; or distributed for any purpose by the Contractor to any other related organization and/or any other component or separate business entity; or received from the Contractor by any other related organization and/or any other component or separate business entity. Contractors must return all originals so that they cannot be used for further business by Contractor.

(b) Concurrent with the return of all originals as set forth in paragraph (a), the Contractor must document to the EPA the return of all originals of all EPA-provided and EPA-Activity-Related Information (including but not limited to all records, files, and metadata in electronic or hardcopy format). The Contractor must document originals obtained while conducting activities in accordance with the contract with EPA; or distributed for any purpose by the Contractor to any other related organization and/or any other component or separate business entity; or received from the Contractor by any other related organization and/or any other component or separate business entity.

(c) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task C - Verified Secure Destruction of All EPA-Provided and EPA-Activity-Related Information

(a) Within 60 days after the end of the contract performance period or a time period approved by EPA, or after the contract is suspended or terminated by EPA for any reason, and after EPA has accepted and approved the Contractor's return of information, the Contractor must execute secure destruction (either by the Contractor or third-party firm approved in advance by EPA) of all existing active and archived originals and/or copies of all EPA-provided and EPA-activity-related files and information (including but not limited to all records, files, and metadata in electronic or hardcopy format). This information includes but is not limited to information obtained by the Contractor while conducting activities in accordance with the contract with EPA; or distributed for any purpose by the Contractor to any other related organization and/or any other component or separate business entity; or received from the Contractor by any other related organization and/or any other component or separate business entity. Destruction Methods shall be by procedures approved by EPA in advance in writing.

(b) Within 75 days after the end of the contract performance period or a time period approved by EPA, or after the contract is suspended or terminated by EPA for any reason, and after EPA has accepted and approved the Contractor's return of information, the Contractor must document to the EPA the secure destruction of all existing active and archived originals and/or copies of all EPA-provided and EPA-activity-related files and information, (including but not limited to all records, files, and metadata in electronic or hardcopy format). This information includes but is not limited to information obtained by the Contractor while conducting activities in accordance with the contract with EPA; or distributed for any purpose by the Contractor to any other related organization and/or any other component or separate business entity; or received from the Contractor by any other related organization and/or any other component or separate business entity. Destruction Methods shall be by procedures approved by EPA in advance in writing.

(c) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task D - Contractor Return of all EPA-Owned and Leased Computing and Information Storage Equipment

(a) Within 60 days (or a different time period approved by EPA) after the end of the contract performance period, the Contractor must return all EPA-owned and leased computing and information storage equipment to EPA.

(b) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task E - Authority to Operate (ATO) Suspension or Revocation

(a) *Definitions.*

(i) *Authority to Operate (ATO)* - Signed by the Agency chief information officer (CIO) or deputy CIO, ATOs are

issued for all information systems that input, store, process, and/or output Government information. In order to be granted an ATO, all federal information systems must be compliant with National Institute of Standard and Technology (NIST) Special Publication (SP) 800-53, *Security and Privacy Controls for Federal Information Systems and Organizations*, and FIPS Publication 200, *Minimum Security Requirements for Federal Information and Information Systems*. Contractors whose internal information systems will process Sensitive Information incidental to Agency product or service development must meet requirements for NIST SP 800-171, *Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations*, instead of NIST SP 800-53.

(ii) *Information Security Incident* - an occurrence that results in actual or potential jeopardy to the confidentiality, integrity, or availability of an information system or the information the system processes, stores or transmits, or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies. The Contractor must report all known Information Security Incidents if they involve Sensitive Information.

(iii) *Sensitive Information* - As defined in NIST SP 800-53, *Security and Privacy Controls for Federal Information Systems and Organizations*, Sensitive Information is any information where the loss, misuse or unauthorized access to, or modification of, could adversely affect the national interest or the conduct of federal programs, or the privacy to which individuals are entitled under 5 U.S.C. Section 552a (the Privacy Act), but that has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept classified in the interest of national defense or foreign policy. Sensitive Information is subject to stricter handling requirements than non-sensitive information because of the increased risk if the data are compromised. Some categories of Sensitive Information include Financial, Medical or Health, Legal, Strategic and Business, Human Resources, Personally Identifiable Information (PII), and Sensitive PII. These categories of information require appropriate protection as stand-alone information and may require additional protection in aggregate.

(b) In the event of an Information Security Incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this requirement, the Contracting Officer may direct the Contractor to take additional security measures to secure Sensitive Information. These measures may include restricting access to Sensitive Information on the Contractor information technology (IT) system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the Sensitive Information from the Internet or other networks or applying additional security controls.

(c) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task F - Security Monitoring and Alerting Requirements

(a) All Contractor-operated systems that use or store EPA information must meet or exceed EPA policy requirements pertaining to security monitoring and alerting. All systems are subject to the requirements of existing federal law, policy, regulation and guidance (e.g., Federal Information Security Management Act of 2002). The Contractor must comply with the EPA-used Department of Homeland Security (DHS) Continuous Diagnostics and Mitigation (CDM) policy for security monitoring and alerting, which includes requirements not limited to:

(1) System and Network Visibility and Policy Enforcement at the following levels:

- (i) Edge
- (ii) Server / Host
- (iii) Workstation / Laptop / Client
- (iv) Network
- (v) Application
- (vi) Database

- (vii) Storage
- (viii) User

(2) Alerting and Monitoring

(3) System, User, and Data Segmentation

(b) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task G - IT Security and Privacy Awareness Training

(a) The Contractor must ensure that all Contractor personnel complete EPA-provided mandatory security and privacy training prior to gaining access to EPA information systems. Non-compliance may result in denial of system access.

(b) The Contractor must ensure that all Contractor personnel complete security and privacy refresher training on an annual basis. EPA will provide notification and instructions to the Contractor on completing this training.

(c) The Contractor must ensure that each Contractor employee review and sign the *EPA Rules of Behavior* pertaining to appropriate use of EPA information systems prior to gaining access to EPA information systems. The Contractor must also ensure that each Contractor employee reviews these *EPA Rules of Behavior* at least annually. EPA will provide notification to the Contractor when these reviews are required.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task H - Specialized Information Security Training for Staff with Significant Security Responsibilities

(a) The Contractor must ensure that Contractor personnel with significant information security responsibilities complete specialized information security training based on the requirements defined in the EPA role-based training program (*program provided after Contract award*). The objective of the information security role-based training is to develop an EPA information security workforce with a common understanding of the concepts, principles, and applications of information security to ensure the confidentiality, integrity and availability of EPA's information and information systems. The Contractor is required to report training completed to ensure competencies are addressed. The Contractor must ensure employee training hours are satisfied in accordance with EPA Security and Privacy Training Standards (*provided after Contract award*). The Contracting Officer's Representative (COR) will provide additional information for specialized information security training based on the requirements in paragraph (b).

(b) The following role-based requirements are provided:

[Program office adds role-based requirements; otherwise write "none" or "not applicable"]

(c) The Contractor must ensure that all IT and Information Security personnel receive the necessary technical (for example, operating system, network, security management, and system administration) and security training to carry out their duties and maintain certifications.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task I - Federal Reporting Requirements

(a) Contractors operating information systems on behalf of EPA must comply with Federal Information Security Modernization Act (FISMA) 44 USC Section 3541 reporting requirements. Annual and quarterly data collection will be coordinated by EPA. Contractors must provide EPA with the requested information based on the timeframes provided with each request. Contractor systems must comply with monthly data feed requirements as coordinated by EPA. Reporting requirements are determined by the Office of Management and Budget (OMB), and may change for each reporting period. The Contractor will provide the EPA Contracting Officer's Representative (COR) with all information to fully satisfy FISMA reporting requirements for Contractor systems.

(b) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task J - Protecting Sensitive Information

(a) Definitions.

(1) Sensitive Information.

As defined in National Institute of Standards and Technology Special Publication (NIST SP) 800-53, *Security and Privacy Controls for Federal Information Systems and Organizations*, Sensitive Information is any information where the loss, misuse or unauthorized access to, or modification of, could adversely affect the national interest or the conduct of federal programs, or the privacy to which individuals are entitled under 5 U.S.C. Section 552a (the Privacy Act), but that has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept classified in the interest of national defense or foreign policy. Sensitive Information is subject to stricter handling requirements than non-sensitive information because of the increased risk if the data are compromised. Some categories of Sensitive Information include Financial, Medical or Health, Legal, Strategic and Business, Human Resources, Personally Identifiable Information (PII), and Sensitive PII. These categories of information require appropriate protection as stand-alone information and may require additional protection in aggregate.

(2) Personally Identifiable Information (PII).

PII, as defined in OMB Memorandum M-07-16, *Safeguarding Against and Responding to the Breach of Personally Identifiable Information*, refers to sensitive information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment made by the EPA Privacy Officer of the specific risk that an individual can be identified. Non-PII can become PII whenever additional information that is publicly available — in any medium and from any source — is or can be combined to identify an individual. As an example, PII includes a name and an address because it uniquely identifies an individual, but alone may not constitute Sensitive PII.

(3) Sensitive PII.

Sensitive PII refers to personally identifiable information that can be used to target, harm, or coerce an individual or entity, assume or alter an individual's or entity's identity, or alter the outcome of an individual's or entity's activities. Sensitive PII requires stricter handling than PII because of the increased risk to an individual or associates if the information is compromised. Some categories of Sensitive PII include stand-alone information, such as Social Security numbers (SSN) or biometric identifiers. Other information such as a financial account, date of birth, maiden names, citizenship status, or medical information, in conjunction with the identity of an individual (directly or indirectly inferred), are also considered Sensitive PII. In addition, the context of the

information may determine whether it is sensitive, such as a list of employees with poor performance ratings or a list of employees who have filed a grievance or complaint.

(b) Authorization to Use, Store, or Share Sensitive Information.

(1) Through the Contracting Officer, the Contractor must obtain written approval by the Chief Information Officer (CIO) or designee prior to the use or storage of EPA Sensitive Information or sharing of EPA Sensitive Information by the Contractor with any subcontractor, person, or entity other than the EPA.

(2) The Contractor shall not remove Sensitive Information from approved location(s), electronic device(s), or other storage systems, without prior approval of the CIO or designee obtained through the Contracting Officer.

(c) Information Types. Sensitive Information includes PII, which in turn includes Sensitive PII. Therefore, all requirements for Sensitive Information apply to PII and Sensitive PII, and all requirements for PII apply to Sensitive PII.

(d) Information Security Incidents. An *Information Security Incident* is an occurrence that results in actual or potential jeopardy to the confidentiality, integrity, or availability of an information system or the information the system processes, stores or transmits, or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies. The Contractor must report all known Information Security Incidents if they involve Sensitive Information.

(1) Information Security Reporting Requirements.

(i) The Contractor must report all Information Security Incidents and Privacy Breaches in accordance with the requirements below, even if it is believed the Incident may be limited, small, or insignificant. An information security report shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for Sensitive Information or has otherwise failed to meet contract requirements.

(ii) The Contractor must report via email all Information Security Incidents and Privacy Breaches to the EPA Service Helpdesk immediately, but not later than 30 minutes, after becoming aware of the Incident. The Contractor shall email the EPA Service Helpdesk at CSIRC@epa.gov, and shall also email the Contracting Officer and Contracting Officer Representative (COR). If the Contractor fails to report in 30 minutes, specific Government remedies may include termination in accordance with EPA Requirement *Termination for Default – Failure to Report Information Security Incident*.

(iii) The types of information required in an Information Security Incident and Privacy Breach reports include: Contractor name and point-of-contact (POC) information, Contract number; the type, amount and description of information compromised; and incident details such as location, date, method of compromise, and impact, if known.

(iv) The Contractor shall not include any Sensitive Information in the subject or body of any e-mail. To transmit Sensitive Information, the Contractor shall use Federal Information Processing Standards (FIPS) 140-2 compliant encryption modules to protect Sensitive Information in attachments to email.

(v) If applicable, the Contractor must also provide supplemental information or reports related to a previously reported incident directly to the Contracting Officer, COR and EPA Service Helpdesk at CSIRC@epa.gov. The Contractor shall include any related ticket numbers in the subject line of the email.

(2) Information Security Incident Response Requirements.

(i) All determinations related to Information Security Incidents and Privacy Breaches, including response activities, notifications to affected individuals and related services (e.g., credit monitoring and identity

protection) will be made in writing by authorized EPA officials at EPA's discretion and communicated by the Contracting Officer.

(ii) The Contractor must provide full access and cooperation for all activities determined by EPA to be required to ensure an effective Incident Response, including providing all requested images, log files, and event information to facilitate rapid resolution of Information Security Incidents. The Contractor shall maintain the capabilities to: determine what sensitive information was or could have been accessed and by whom, construct a timeline of user activity, determine methods or techniques used to access the information, identify the initial attack vector, and remediate and restore the protection of information. The Contractor is required to preserve all data, records, logs and other evidence that are reasonably necessary to conduct a thorough investigation of the Information Security Incident.

(iii) The Contractor is responsible for performing Incident and Privacy Breach Response activities required by EPA, including but not limited to inspections, investigations, forensic reviews, data analyses and processing by EPA and EPA OIG personnel and others on behalf of EPA. As requested by the Contracting Officer, the Contractor may provide technical support for the Government's final determinations of responsibility activities for the Incident and/or liability activities for any additional Incident Response activities (e.g., possible restitution calculation to affected individuals).

(iv) EPA, at its sole discretion, may obtain the assistance of Federal agencies and/or third-party firms to aid in Incident Response activities.

(v) The Contractor is responsible for all costs and related resource allocations required for all subsequent Incident Response activities determined to be required by EPA.

(e) Contractor Plan for Protection of Sensitive Information. The Contractor is responsible for the proper handling and protection of Sensitive Information to prevent unauthorized disclosure. Upon contract award, the Contractor shall develop and maintain a documentation plan addressing the following minimum requirements regarding the protection and handling of Sensitive Information:

(1) Proper marking, control, storage and handling of Sensitive Information residing on electronic media, including computers and removable media, and on paper documents.

(2) Proper control and storage of mobile technology, portable data storage devices, and communication devices.

(3) Proper use of Federal Information Processing Standards (FIPS) 140-2 compliant encryption modules to protect Sensitive Information while at rest and in transit throughout EPA, Contractor, and/or subcontractor networks, and on host and client platforms.

(4) Proper use of FIPS 140-2 compliant encryption modules to protect Sensitive Information in email attachments, including policy that passwords must not be communicated in the same email as the attachment.

(5) Information Security Incidents. The Contractor shall report to the Government any security incident involving Personally Identifiable Information (PII) of which it becomes aware.

(6) Contractor Access to EPA IT Systems. The Contractor shall configure their network to support access to government systems (e.g., configure ports and protocols for access).

(a) Requirement for Business to Government (B2G) network connectivity. The Contractor will connect to the B2G gateway via a Contractor-procured Internet Service Provider (ISP) connection and assume all responsibilities for establishing and maintaining their connectivity to the B2G gateway. This will include acquiring and maintaining the circuit to the B2G gateway and acquiring a FIPS-140-2 Virtual Private Network (VPN)/Firewall device compatible with the Agency's VPN device. Maintenance and repair of contractor procured VPN equipment shall be the responsibility of the Contractor.

(b) Dial-Up ISP Connections are not acceptable.

(c) The Contractor must comply with the Agency's Guidance regarding allowable ports, protocols and risk mitigation strategies (e.g. File Transfer Protocol or Telnet).

(7) IT Security and Privacy Awareness Training. The Contractor must ensure annual security education, training, and awareness programs are conducted for their employees performing under the subject contract that addresses, at a minimum, physical security, acceptable use policies, malicious content and logic, and non-standard threats such as social engineering for their employees. The Contractor must also ensure employees performing under the subject contract receive the Agency's initial and annual information security awareness training.

(8) The Contractor must not conduct default installations of "out of the box" configurations of Commercially Off the Shelf (COTS) purchased products. The contractor shall configure COTS products in accordance with EPA, NIST, Defense Information Systems Agency (DISA) Security Technical Implementation Guides (STIGs) or Center for Internet Security (CIS) standards. Standards are listed in order of precedence for use. If standards do not exist from one of these sources, the contractor shall coordinate with EPA to develop a configuration.

(f) *Subcontract flowdown.* The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task K - Security Assessment and Authorization (SA&A)

(a) The Contractor is required to undergo Security Assessment and Authorization (SA&A); i.e., the process by which a federal agency examines its information technology infrastructure and develops supporting evidence necessary for security assurance accreditation, prior to using information systems to access and/or store Government information, potentially including Sensitive Information. The Contractor's facilities must also meet the security requirements for "moderate confidentiality impact" as defined by the Federal Information Processing Standards (FIPS) 199 publication *Standards for Security Categorization of Federal Information and Information Systems*.

(b) For all information systems that will input, store, process, and/or output Government information, the contractor shall obtain an Authorization to Operate (ATO) signed by the Chief Information Officer (CIO) from the Contracting Officer (working with the Contracting Officer's Representative (COR)) before using EPA information in the system. The contractor may be able to obtain an Authorization to Test from the SIO for the office obtaining services that will allow use of EPA information in certain circumstances to facilitate system development or implementation. Before a federal information system can be granted an ATO, it must be compliant with National Institute of Standard and Technology (NIST) SP 800-53, *Security and Privacy Controls for Federal Information Systems and Organizations*, and FIPS Publication 200, *Minimum Security Requirements for Federal Information and Information Systems*. Contractors whose internal information systems will process Sensitive Information incidental to Agency product or service development must meet requirements for NIST SP 800-171, *Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations* (instead of NIST SP 800-53) in order to be granted an ATO.

(c) FIPS 199 moderate confidentiality impact must be utilized for Contractor information technology (IT) systems and security control baseline requirements.

(d) Prior to Agency SA&A activities, the COR must complete a Privacy Threshold Analysis (PTA) for all IT systems. Then the COR must provide the completed PTA to the EPA Privacy Officer for a determination of whether a Privacy Impact Assessment (PIA) is required. If a determination is made that a PIA is required, it will be completed by EPA in accordance with EPA PIA Template instructions.

(e) The Contractor is responsible for preparing SA&A documentation with the use of EPA tools and security documentation templates including System Security Plan, Security Assessment Report, Contingency Plan, and Incident Response Plan. The Contractor must follow federally mandated SA&A and Risk Management Framework (RMF) processes throughout the IT system lifecycle process to ensure proper oversight by EPA. RMF modifies the traditional

Certification and Accreditation process and integrates information security and risk management activities into the system development life cycle.

(f) The Contractor must submit SA&A documentation as defined in paragraph (e) to the COR at least 60 days before the ATO expiration date.

(g) The Contractor shall fix or mitigate system or security vulnerabilities within a time frame commensurate with the level of risk (as identified by the EPA and Contractor) they present:

- High Risk = 2 business days from vulnerability notification from contractor
- Moderate Risk = 7 business days from vulnerability notification from contractor
- Low Risk = 30 business days from vulnerability notification from contractor

(h) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task L - Contractor System Oversight/Compliance

(a) Pursuant to National Institute of Standards and Technology Special Publication (NIST SP) 800-53 Rev 4, the EPA and GAO have the authority to conduct site reviews for compliance validation and will conduct security reviews on a periodic and event-driven basis for the life of the contract. Full cooperation by the Contractor is required for audits and forensics.

(b) The Contractor shall provide EPA access to the Contractor's facilities, installations, operations, documentation, databases, information technology (IT) systems and devices, and personnel used in performance of the contract, regardless of the location. The Contractor shall provide access to the extent required, in EPA's judgment, to conduct an inspection, evaluation, investigation or audit, including vulnerability testing to safeguard against threats and hazards to the integrity, availability and confidentiality of agency data or to the function of information technology systems operated on behalf of agency, and to preserve evidence of information security incidents. This information shall be available to the EPA upon request.

(c) All Contractor systems used in the performance of the contract must comply with Information Security Continuous Monitoring (ISCM) and Reporting as identified in OMB Memorandum M-14-03, Enhancing the Security of Federal Information and Information Systems. In addition, EPA reserves the right to perform ISCM and IT security scanning of Contractor systems with tools and infrastructure of EPA's choosing.

(d) All Contractor systems used in the performance of the contract must perform monthly vulnerability scanning as defined by EPA IT and Security Policy, and the Contractor must provide scanning reports to the Contracting Officer, who will forward them to the EPA CIO or designee on a monthly basis.

(e) All Contractor systems used in the performance of the contract must participate in the implementation of automated security controls testing mechanisms and provide automated test results in Security Compliant Automation Protocol (SCAP) compliant data to the Contracting Officer, who will forward to the EPA CIO or designee on a monthly basis.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task M - Contractor Access to EPA IT Systems

(a) Immediately following contract award, the Contractor shall provide to the Contracting Officer's Representative

(COR) a complete list of Contractor employee names that require access to EPA information systems.

(b) The Contractor shall provide a Contractor employee change report by the fifth day of each month after contract award to the COR. The report shall contain the listing of all Contractor employees who separated or were hired under the contract in the past 60 days. This report shall be submitted even if no separations or hires have occurred during this period. Failure to submit a Contractor employee change report may, at the Government's discretion, result in the suspension of all network accounts associated with this contract. The format for this report will be provided by the COR.

(c) (1) The Contractor shall require each of its employees who will need system access for six months or less to utilize a Personal Identity Verification-Interoperable (PIV-I) card or equivalent, as determined by EPA, in order to access EPA information technology (IT) systems and Sensitive Information. The Contractor shall ensure that its employees will not share accounts to access EPA IT systems and Sensitive Information.

(2) The Contractor shall require each of its employees who will need system access for more than six months to utilize an HSPD-12 compliant Personal Identity Verification (PIV) card, such as the EPA EPASS card, in order to access EPA IT systems and Sensitive Information. The Contractor shall ensure that its employees complete a federal government-initiated background investigation as part of the PIV issuance process. The Contractor shall ensure that its employees will not share accounts to access EPA IT systems and Sensitive Information.

(d) EPA, at its discretion, may suspend or terminate Contractor access to any systems, information/data, and/or facilities when an Information Security Incident or other electronic access violation, use or misuse issue warrants such action. The suspension or termination shall last until EPA determines that the situation has been corrected or no longer exists. Upon request by EPA, the Contractor shall immediately return all EPA information/data, as well as any media type that houses or stores Government information.

(e) The Contractor shall notify the COR at least five days prior to a Contractor employee being removed from a contract (notification shall be at least 15 days for key personnel in accordance with requirement 1552.237-72, *Key Personnel*). For unplanned terminations or removals of Contractor employees from the Contractor organization that occur with less than five days' notice, the Contractor shall notify the COR immediately. The Contractor shall ensure that HSPD-12/PIV cards issued to a Contractor's employee shall be returned to the COR prior to the employee's departure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task N - Individual Notification for Personally Identifiable Information

(a) Definitions.

(1) *Information Security Incident* is an occurrence that results in actual or potential jeopardy to the confidentiality, integrity, or availability of an information system or the information the system processes, stores or transmits, or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.

(2) *Personally Identifiable Information (PII)*, as defined in OMB Memorandum M-07-16, *Safeguarding Against and Responding to the Breach of Personally Identifiable Information*, refers to sensitive information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment made by the EPA Privacy Officer of the specific risk that an individual can be identified. Non-PII can become PII whenever additional information that is publicly available — in any medium and from any source — is or can be combined to identify

an individual. As an example, PII includes a name and an address because it uniquely identifies an individual, but alone may not constitute Sensitive PII.

(3) *Sensitive PII* refers to personally identifiable information that can be used to target, harm, or coerce an individual or entity, assume or alter an individual's or entity's identity, or alter the outcome of an individual's or entity's activities. Sensitive PII requires stricter handling than PII because of the increased risk to an individual or associates if the information is compromised. Some categories of Sensitive PII include stand-alone information, such as Social Security numbers (SSN) or biometric identifiers. Other information such as a financial account, date of birth, maiden names, citizenship status, or medical information, in conjunction with the identity of an individual (directly or indirectly inferred), are also considered Sensitive PII. In addition, the context of the information may determine whether it is sensitive, such as a list of employees with poor performance ratings or a list of employees who have filed a grievance or complaint.

(b) The Contractor shall have in place procedures and the capability to notify any individual whose Personally Identifiable Information (PII) resided in the Contractor information technology (IT) system at the time of an Information Security Incident not later than five business days after being directed by the Contracting Officer to notify individuals, unless otherwise approved by the Contracting Officer. The procedures must be approved by the EPA prior to use. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval, by the Contracting Officer in consultation with authorized EPA officials at EPA's discretion. The Contractor shall not proceed with notification unless the Contracting Officer has determined in writing that notification is appropriate.

(c) Subject to Government analysis of the incident and the terms of its instructions to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

- (1) A brief description of the incident;
- (2) A description of the types of PII and Sensitive PII involved;
- (3) A statement as to whether the PII or Sensitive PII was encrypted or protected by other means;
- (4) Steps individuals may take to protect themselves;
- (5) What the Contractor and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future incidents; and
- (6) Information identifying who individuals may contact for additional information, including Contractor name and point of contact (POC) and contract number.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task O - Credit Monitoring and Identity Protection

(a) Definitions.

(1) *Information Security Incident* is an occurrence that results in actual or potential jeopardy to the confidentiality, integrity, or availability of an information system or the information the system processes, stores or transmits, or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.

(2) *Personally Identifiable Information (PII)*, as defined in OMB Memorandum M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information, refers to sensitive information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. The definition of PII is not anchored to any single

category of information or technology. Rather, it requires a case-by-case assessment made by the EPA Privacy Officer of the specific risk that an individual can be identified. Non-PII can become PII whenever additional information that is publicly available — in any medium and from any source — is or can be combined to identify an individual. As an example, PII includes a name and an address because it uniquely identifies an individual, but alone may not constitute Sensitive PII.

(3) *Sensitive PII* refers to personally identifiable information that can be used to target, harm, or coerce an individual or entity, assume or alter an individual's or entity's identity, or alter the outcome of an individual's or entity's activities. Sensitive PII requires stricter handling than PII because of the increased risk to an individual or associates if the information is compromised. Some categories of Sensitive PII include stand-alone information, such as Social Security numbers (SSN) or biometric identifiers. Other information such as a financial account, date of birth, maiden names, citizenship status, or medical information, in conjunction with the identity of an individual (directly or indirectly inferred), are also considered Sensitive PII. In addition, the context of the information may determine whether it is sensitive, such as a list of employees with poor performance ratings or a list of employees who have filed a grievance or complaint.

(b) *Credit Monitoring Requirements.* In the event that an Information Security Incident involves PII or Sensitive PII, the Contractor may be required to do the following tasks as directed by the Contracting Officer:

(1) Provide notification to affected individuals as described in the "Individual Notification for Personally Identifiable Information" requirement;

(2) Provide credit monitoring and identity protection services to individuals whose data was under the control of the Contractor or resided in the Contractor information technology (IT) system at the time of the Information Security Incident for a period beginning the date of the Incident and extending not less than 18 months from the date the individual is notified; and/or

(3) Use a dedicated call center; or establish one if necessary and as authorized in writing by the Contracting Officer. Call center services provided by the Contractor shall include:

(i) A dedicated telephone number for affected individuals to contact customer service within a fixed time period as determined by the Contracting Officer;

(ii) Information necessary for affected individuals to access credit reports and credit scores;

(iii) Weekly reports submitted to the Contracting Officer's Representative (COR) on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or EPA, as appropriate), and other key metrics;

(iv) Escalation of calls that cannot be handled by call center staff to call center management or EPA for resolution, as appropriate;

(v) Preparation of customized frequently-asked-questions-and-answers (FAQs), in consultation as applicable with other parties like subject matter experts and CORs, and that must be approved in advance in writing by the Contracting Officer; and

(vi) Information for affected individuals to contact customer service representatives and fraud resolution representatives for credit monitoring and identity protection assistance.

(c) *Credit monitoring and identity protection services.* At a minimum, the Contractor shall provide the following credit monitoring and identity protection services:

(1) Triple credit bureau monitoring with Equifax, Experian and Transunion;

(2) Daily customer service;

(3) Alerts provided to the individual for changes in credit posture and fraud; and/or

(4) Assistance to the individual with enrollment in the services and the use of fraud alerts.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task P - Compliance with IT Security Policies

(a) Information systems and system services provided to EPA by the Contractor must comply with current EPA information technology (IT), IT security, physical and personnel security and privacy policies and guidance, and EPA Acquisition Regulation 1552.211-79, *Compliance with EPA Policies for Information Resources Management*.

(b) Contractors are also required to comply with current Federal regulations and guidance found in the Federal Information Security Modernization Act (FISMA) of 2014, Privacy Act of 1974, E-Government Act of 2002, Federal Information Processing Standards (FIPS), the 500- and SP500- and 800-Series Special Publications (SP), Office of Management and Budget (OMB) memoranda and other relevant Federal laws and regulations that are applicable to EPA.

(c) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task Q - Secure Technical Implementation

(a) The Contractor shall use applications that are fully functional and operate correctly as intended on systems using the United States Government Configuration Baseline (USGCB).

(b) The Contractor's standard installation, operation, maintenance, updates, and/or patching of software must not alter the configuration settings from the approved USGCB configuration.

(c) Contractor applications designed for normal/regular, i.e., non-privileged end users must run in the standard user context without elevated system administration privileges.

(d) The Contractor shall apply due diligence at all times to ensure that Federal Information Processing Standard (FIPS) 199 "moderate confidentiality impact" security is always in place to protect EPA systems and information.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task R - Internet Protocol Version 6 (IPv6)

(a) In accordance with EPA technical standards, all system hardware, software, firmware, and/or networked component or service (voice, video, or data) utilized, developed, procured, acquired or delivered in support and/or performance of this contract shall be capable of transmitting, receiving, processing, forwarding, and/or storing digital information across system boundaries utilizing system packets that are formatted in accordance with commercial standards of Internet Protocol version 6 (IPv6) as set forth in the USGv6 Profile (NIST Special Publication 500-267) and

corresponding declarations of conformance defined in the USGv6 Test Program. In addition, devices and systems shall maintain interoperability with IPv4 products.

(b) Any IP product or system utilized, developed, acquired, produced or delivered must interoperate with both IPv6 and IPv4 systems and products, in an equivalent or better way than current IPv4 capabilities with regard to functionality, performance, management and security; and have available contractor/vendor IPv6 technical support for development and implementation and fielded product management.

(c) As IPv6 evolves, the Contractor shall upgrade or provide an appropriate migration path for each item developed, delivered or utilized, at no additional cost to the Government. The Contractor shall retrofit all non-IPv6 capable equipment, as defined above, which is fielded under this contract with IPv6 capable equipment, at no additional cost to the Government.

(d) The Contractor shall provide technical support for both IPv4 and IPv6.

(e) All Contractor-provided system or software must be able to operate on networks supporting IPv4, IPv6, or one supporting both.

(f) Any product whose non-compliance is discovered and made known to the Contractor within one year after acceptance shall be upgraded, modified, or replaced to bring it into compliance, at no additional cost to the Government.

(g) EPA reserves the right to require the Contractor's products to be tested within an EPA or third-party test facility to demonstrate contract compliance.

(h) In accordance with FAR 11.002(g), this acquisition must comply with the National Institute of Standards and Technology (NIST) US Government (USG) v6 Profile and IPv6 Test Program. The Contractor shall fund and provide resources necessary to support these testing requirements, and it will not be paid for as a direct cost under the subject contract.

(i) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task S - Cloud Service Computing

(a) The Contractor handling EPA information or operating information systems on behalf of EPA must protect EPA information and information systems against unauthorized access, use, disclosure, disruption, modification, or destruction per the Federal Information Security Modernization Act (FISMA) and EPA policy.

(b) EPA information stored in a cloud environment remains the property of EPA, and not the Contractor or cloud service provider (CSP). The Contractor may also be the CSP. EPA retains ownership of the information and any media type that stores Government information.

(c) In the event the Contractor is the CSP or can control the CSP through a subcontracting or other business relationship then the following requirements will apply:

(1) The CSP does not have rights to use the EPA information for any purposes other than those explicitly stated in the contract or applicable "Rights in Data" contract requirements.

(2) The CSP must protect EPA information from all unauthorized access.

(3) The CSP must allow EPA access to EPA information including data schemas, metadata, and other associated

data artifacts that are required to ensure EPA can fully and appropriately retrieve EPA information from the cloud environment that can be stored, read, and processed.

(4) The CSP must have been evaluated by a Third-Party Assessment Organization (3PAO) certified under the Federal Risk and Authorization Management Program (FedRAMP). The Contractor must provide the most current, and any subsequent, Security Assessment Reports to the Contracting Officer's Representative (COR) for consideration by the Information Security Officer (ISO) as part of the Contractor's overall Systems Security Plan.

(5) The Contractor must require the CSP to follow cloud computing contract best practices identified in "Creating Effective Cloud Computing Contracts for the Federal Government" produced by the Federal Chief Information Officer (CIO) Council and Federal Chief Acquisition Officers Council.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task T - Contract Performance Information and Testimony

(a) Dissemination of Contract Performance Information. The Contractor must not publish, permit to be published, or distribute to the public, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. A copy of any material proposed to be published or distributed must be submitted to the Contracting Officer for written approval prior to publication.

(b) Contractor Testimony. All requests for the testimony of the Contractor or its employees, and any intention to testify as an expert witness relating to: (a) any work required by, and or performed under, this contract; or (b) any information provided by any party to assist the Contractor in the performance of this contract, must be immediately reported to the Contracting Officer.

(c) Subcontract flowdown. The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task U - Rehabilitation Act Section 508 Standards

(a) All electronic and information technology (EIT) procured through this contract must meet the applicable accessibility standards at 36 CFR 1194, unless a FAR 39.204 exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.access-board.gov/sec508/508standards.htm>.

(b) The following standards are determined to be applicable to this contract:

- (1) 1194.21. Software applications and operating systems
- (2) 1194.22. Web-based intranet and Internet information and applications
- (3) 1194.23 Telecommunications products
- (4) 1194.24 Video and multimedia products
- (5) 1194.25 Self-contained, closed products
- (6) 1194.26 Desktop and portable computers
- (7) 1194.31 Functional performance criteria
- (8) 1194.41 Information, documentation, and support

(c) EPA is required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), to offer access to electronic and information technology for disabled individuals within its employment, and for disabled members of

the public seeking information and services. This access must be comparable to that which is offered to similar individuals who do not have disabilities. Standards for complying with this law and any future updates are prescribed by the Architectural and Transportation Barriers Compliance Board ("The Access Board").

(d) Contractor deliverable(s) must comply with these standards.

(e) The final work product must include documentation that demonstrates or provides assurance that the deliverable conforms to the Section 508 Standards promulgated by the Access Board.

(f) In the event of a dispute between the Contractor and EPA, EPA's assessment of the Section 508 compliance will control and the Contractor will make any additional changes needed to conform with EPA's assessment, at no additional charge to EPA.

(g) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task V - Termination for Default - Failure to Report Information Security Incident

(a) Definition. *Information Security Incident* is an occurrence that results in actual or potential jeopardy to the confidentiality, integrity, or availability of an information system or the information the system processes, stores or transmits, or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.

(b) If the Contractor was aware of an Information Security Incident and did not disclose it in accordance with the requirements specified in this contract or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(c) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

SECTION D - PACKAGING AND MARKING

There are no clauses in this Section.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
FAR	52.246-4	Inspection of Services - Fixed-Price. (AUG 1996)
FAR	52.246-6	Inspection - Time-and-Material and Labor-Hour. (MAY 2001)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
FAR	52.242-15	Stop-Work Order. (AUG 1989)

F.2 PERIOD OF THE CONTRACT

The period of each IDIQ Contract is one base year and four one-year options. Task orders may be placed at any point during the stated period of the contract.

Each individual task order will have its own stated period of performance. Task orders may extend for a period no longer than six (6) months beyond the end of the period of the contract.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
EPAAR	1552.208-70	Printing (SEP 2012)

G.2 EPAAR 1552.216-72 ORDERING-BY DESIGNATED ORDERING OFFICERS. (JUL 2014)

(a) The Government will order any supplies and services to be furnished under this contract by issuing task orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers.

To Be Determined at Task Order Level

(b) A Standard Form 30 will be the method of amending task orders.

G.3 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Invoices or request for contract financing payment shall be submitted to the following email: RTPReceiving@epa.gov. Copy the Contract Level COR and the TOCOR on the email submission.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal-Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual task orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each task order and for the contract total, as well as any supporting data for each task order as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice

preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract year.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option year.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.4 EPAAR 1552.211-72 MONTHLY PROGRESS REPORT (JUN 1996)

(a) The Contractor shall furnish 2 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using task orders, include the estimated percentage of task completed during the reporting period for each task order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The report shall specify financial status at the task order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on task order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the task order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA BPA labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative task order period, and the cumulative task order life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the task order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the TBD of each month following the first complete reporting period of the contract. Distribute reports as follows:

No. of Copies

1 Contracting Officer's Representative.

1 Contracting Officer.

Government-Furnished Data (SEP 2009)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The following data will be furnished to the Contractor on or about the time indicated:

Contractors shall have access to EPA's eGGRT system, which contains data reported to EPA by companies under the Greenhouse Gas Reporting Program. This data includes information about the location, activities, and greenhouse gas emissions. This database contains Confidential Business Information (CBI).

G.5 Local Clause EPA-G-42-101 CONTRACTADMINISTRATION REPRESENTATIVES

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

Contracting Officer Representative (COR):

Margie Clayton

Office: (202)

Email: clayton.margie@epa.gov

Alternate COR (ACOR):

TBD

Contracting Officials responsible for administering this contract are as follows:

Administrative Contracting Officer:

Tanya Latson

Office: (202) 564-1651

Email: latson.tanya@epa.gov

Contract Specialist:

TBD

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
EPAAR	1552.203-71	Display of EPA Office of Inspector General Hotline poster (Jul 2016)
EPAAR	1552.209-71	Organizational conflicts of interest. (MAY 1994) - Alternate I (MAY 1994)
EPAAR	1552.211-78	Advisory and assistance services. (JUL 2016)
EPAAR	1552.235-70	Screening business information for claims of confidentiality. (APR 1984)
EPAAR	1552.235-71	Treatment of confidential business information. (APR 1984)
EPAAR	1552.235-79	Release of contractor confidential business information. (APR 1996)
EPA	EPA-B-32-103	Limitation of Government's Obligation

H.2 EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL. (MAY 1994) - ALTERNATE I (JAN 2015)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Contracting Officer's Representative and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Contracting Officer's Representative and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.3 EPAAR 1552.217-76 Option to extend the effective period of the contract—indefinite delivery/indefinite quantity contract

(a) The Government has the option to extend the effective period of this contract for 4 additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the “Minimum and Maximum Contract Amount” clause will be modified to reflect new and separate minimums of for the first option period, for the second option period, for the third option period and for the fourth option period; and new and separate maximums of \$15,951,381.82 for the first option period, \$16,116,242.22 for the second option period, \$16,431,577.74 for the third option period and \$16,754,480.66 for the fourth option period.

(c) The “Effective Period of the Contract” clause will be modified to cover a base period from August 16, 2019 to August 15, 2020, and option periods from August 16, 2020 to August 15, 2021 (Option Period 1) and August 16, 2021 to August 15, 2022 (Option Period 2) and August 16, 2022 to August 15, 2023 (Option Period 3) and August 16, 2023 to August 15, 2024 (Option Period 4).

H.4 EPAAR 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT. (MAY 1994) - ALTERNATE I (JAN 2015)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, or any site-specific cost information, without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.5 EPAAR 1552.235-76 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.6 EPAAR 1552.237-70 Contract publication review procedures

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) of this contract, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Contracting Officer's Representative will notify the Contractor of review completion within 30 calendar days after the Contractor's transmittal to the Contracting Officer's Representative of material generated under this contract. If the Contractor does not receive Contracting Officer's Representative notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Contracting Officer's Representative, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Contracting Officer's Representative, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

H.7 EPAAR 1552.237-71 TECHNICAL DIRECTION. (AUG 2009)

(a) Definitions.

Contracting officer representative (COR), means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

Task order, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The Contracting Officer's Representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The Contracting Officer's Representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the contract or task order;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the contract or task order;

(4) Alters the period of performance of the contract or task order; or

(5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the Contracting Officer's Representative.

(e) If, in the contractor's opinion, any instruction or direction by the Contracting Officer's Representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

(1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;

(2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or

(3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the Contracting Officer's Representative, shall be at the contractor's risk.

H.8 EPAAR 1552.237-72 Key personnel.

(a) The Contractor shall assign to this contract the following key personnel:

Name
(b)(4)

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.9 EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS. (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship. (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 7 (to be negotiated and inserted into the basic contract at contract award) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice

should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 7 (to be negotiated and inserted into the basic contract at contract award) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.10 EPA-H-09-106 TASK ORDER CONFLICT OF INTEREST CERTIFICATION

For each task order (TO) request for offer, the Contractor shall provide the Contracting Officer a conflict of interest certification. Where TOs are issued for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first TO issued for that site. For all subsequent work on that site, the Contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

In the certification, the Contractor must certify, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this TO, or relating to this TO, have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this TO or other work relating to this site.

H.11 EPA-H-23-101 ENVIRONMENTALLY PREFERABLE PRACTICES

The contractor shall, to the greatest extent practicable, utilize environmentally preferable practices in its course of business. "Environmentally preferable" is defined as products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Consideration of environmentally preferable practices must be consistent with price, performance, availability, and safety conditions.

H.12 EPA-H-31-106 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. The EPA Contract-level Contracting Officer's Representative (COR) or Work Assignment COR will determine and advise the contractor as to the availability of Federal facilities.

The allowability of travel costs for contractor personnel and experts, consultants and others hired under subcontracts to provide services to EPA shall be determined under Part 31 of the Federal Acquisition Regulation. The cost of travel, food, lodging, etc., for other conference attendees, including trainees, shall not be an allowable cost under this contract. Travel costs must be approved by the COR.

H.13 EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at <https://www.fedconnect.net/Fedconnect/>. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

H.14 EPA-H-44-101 TEAM SUBCONTRACTOR AGREEMENTS

The contractor shall provide, within five (5) calendar days of award notice, one copy of each proposed team subcontract agreement, when applicable, to the Contracting Officer. A copy of the executed team subcontract and any subsequent modifications shall also be provided to the Contracting Officer within 10 days of execution.

H.15 CLAUSES NOT APPLICABLE TO TIME-AND-MATERIALS TYPE TASK ORDERS

During Task Order performance, the contractor shall adhere to all contract-level clauses applicable to Task Orders, however the following list of contract clauses do not apply to Task Orders that are Time-and-Materials (T&M) type:

<u>REGULATION</u>	<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
-------------------	---------------	-------------	--------------

FAR	52.229-3	FEB 2013	FEDERAL, STATE, AND LOCAL TAXES
FAR	52.232-1	APR 1984	PAYMENTS
FAR	52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
FAR	52.232-11	APR 1984	EXTRAS
FAR	52.243-1	AUG 1987	CHANGES—FIXED PRICE ALTERNATE I (APR 1984)
FAR	52.246-4	AUG 1996	INSPECTION OF SERVICES—FIXED-PRICE
FAR	52.249-2	APR 2012	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
FAR	52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE

H.16 CLAUSES NOT APPLICABLE TO FIRM-FIXED-PRICE TYPE TASK ORDERS

During Task Order performance, the contractor shall adhere to all contract-level clauses applicable to Task Orders, however the following list of contract clauses do not apply to Task Orders that are Firm-Fixed-Price (FFP) type:

<u>REGULATION</u>	<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
FAR	52.232-7	AUG 2013	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS
FAR	52.216-7	JUN 2013	ALLOWABLE COST AND PAYMENT
FAR	52.243-3	SEP 2000	CHANGES—TIME-AND-MATERIALS OR LABOR-HOUR
FAR	52.246-6	MAY 2001	INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR
FAR	52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)

SECTION I - CONTRACT CLAUSES

I.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
FAR	52.202-1	Definitions. (NOV 2013)
FAR	52.203-3	Gratuities. (APR 1984)
FAR	52.203-5	Covenant Against Contingent Fees. (MAY 2014)
FAR	52.203-6	Restrictions on Subcontractor Sales to the Government. (SEP 2006)
FAR	52.203-7	Anti-Kickback Procedures. (MAY 2014)
FAR	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)
FAR	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)
FAR	52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)
FAR	52.203-13	Contractor Code of Business Ethics and Conduct. (OCT 2015)
FAR	52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)
FAR	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)
FAR	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015)
FAR	52.204-13	System for Award Management Maintenance. (OCT 2016)
FAR	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)
FAR	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)
FAR	52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
FAR	52.215-2	Audit and Records - Negotiation. (OCT 2010)
FAR	52.215-8	Order of Precedence - Uniform Contract Format. (OCT 1997)
FAR	52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (OCT 2010)
FAR	52.216-7	Allowable Cost and Payment. (JUN 2013)
FAR	52.219-8	Utilization of Small Business Concerns. (OCT 2014)

FAR	52.219-9	Small business subcontracting plan. (OCT 2015)
FAR	52.219-14	Limitations on Subcontracting (NOV 2011)
FAR	52.219-16	Liquidated Damages - Subcontracting Plan. (JAN 1999)
FAR	52.219-28	Post-Award Small Business Program Rerepresentation. (JUL 2013)
FAR	52.222-3	Convict Labor. (JUN 2003)
FAR	52.222-17	Nondisplacement of Qualified Workers. (MAY 2014)
FAR	52.222-21	Prohibition of segregated facilities. (APR 2015)
FAR	52.222-26	Equal Opportunity. (APR 2015)
FAR	52.222-35	Equal Opportunity for Veterans. (OCT 2015)
FAR	52.222-36	Equal Opportunity for Workers with Disabilities. (JUL 2014)
FAR	52.222-37	Employment Reports on Veterans. (FEB 2016)
FAR	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
FAR	52.222-50	Combating Trafficking in Persons. (MAR 2015)
FAR	52.222-54	Employment Eligibility Verification. (OCT 2015)
FAR	52.223-6	Drug-Free Workplace. (MAY 2001)
FAR	52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)
FAR	52.225-13	Restrictions on Certain Foreign Purchases. (JUN 2008)
FAR	52.227-1	Authorization and Consent. (DEC 2007)
FAR	52.227-14	Rights in Data-General. (MAY 2014)
FAR	52.229-3	Federal, State, and Local Taxes. (FEB 2013)
FAR	52.232-1	Payments. (APR 1984)
FAR	52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts. (AUG 2012)
FAR	52.232-8	Discounts for Prompt Payment. (FEB 2002)
FAR	52.232-11	Extras. (APR 1984)
FAR	52.232-16	Progress Payments. (APR 2012)
FAR	52.232-17	Interest. (MAY 2014)
FAR	52.232-23	Assignment of Claims. (MAY 2014)
FAR	52.232-25	Prompt payment. (JUL 2013)
FAR	52.232-33	Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)
FAR	52.232-39	Unenforceability of Unauthorized Obligations. (JUN 2013)
FAR	52.233-1	Disputes. (MAY 2014)

FAR	52.233-3	Protest after Award. (AUG 1996)
FAR	52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)
FAR	52.242-3	Penalties for Unallowable Costs. (MAY 2014)
FAR	52.242-13	Bankruptcy. (JUL 1995)
FAR	52.243-1	Changes - Fixed-Price. (AUG 1987) - Alternate III (APR 1984)
FAR	52.243-3	Changes - Time-and-Materials or Labor-Hours. (SEP 2000)
FAR	52.244-2	Subcontracts. (OCT 2010)
FAR	52.244-6	Subcontracts for Commercial Items. (FEB 2016)
FAR	52.246-25	Limitation of Liability - Services. (FEB 1997)
FAR	52.249-2	Termination for Convenience of the Government (Fixed-Price). (APR 2012)
FAR	52.249-6	Termination (Cost-Reimbursement). (MAY 2004) - Alternate IV (SEP 1996)
FAR	52.249-8	Default (Fixed-Price Supply and Service). (APR 1984)
FAR	52.249-14	Excusable Delays. (APR 1984)
FAR	52.253-1	Computer Generated Forms. (JAN 1991)

I.2 FAR 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through contract expiration.

(b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

(c) If mailed, a task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 FAR 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 180 days beyond the expiration of the contract.

I.4 FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

I.5 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <https://www.acquisition.gov/sites/default/files/current/far/html/FARTOCP52.html>;

EPAAR: <http://farsite.hill.af.mil/reghtml/regs/other/epaar/1552.htm>

I.6 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any EPA (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 EPA-J-52-101 LIST OF ATTACHMENTS

ATTACHMENT 1: PLACING TASK ORDERS

ATTACHMENT 2: INVOICE PREPARATION INSTRUCTIONS

PLACING TASK ORDERS

The following procedures applies for issuance and administration of Task Orders placed against this contract.

I. GENERAL

1. Authority: The Contracting Officer will follow the procedures of FAR 16.505 in conjunction with the procedures in this section when placing Task Orders under this contract.

2. Minimum Guarantee: All Task Orders issued will be applied to the guaranteed minimum quantity and maximum quantity as provided in Local Clause EPA-B-16-101 MINIMUM AND MAXIMUM AMOUNTS.

3. Task Order Type: Fixed Price and/or Time-and-Material Task Orders will be issued under this contract.

4. Period of Performance: Individual Task Orders will have unique periods of performance which may include optional periods. No Task Order may have a period of performance that goes longer than 6 months beyond the ordering period end date of the contract.

5. Options: Task Orders may include optional periods. Task Orders with options shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide the Contractor with written notice to exercise each option in accordance with the applicable clause of the contract.

6. Funding: Pursuant to FAR 32.703-3(b), Task Orders with options to renew that are funded by annual appropriations may provide for an initial base period and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12month period. Refer to the TASK ORDER CLIN section herein for more information regarding funding the Task Orders.

II. TASK ORDER CLINS

EPA Technical and Outreach Support Services for Greenhouse Gas Program are offered under this contract in accordance with the following CLIN structure:

Contract CLIN No.	Technical and Outreach Support Services for EPA's Greenhouse Gas Program Contract CLIN Title
0001	Base Period
0002	Option Period 1
0003	Option Period 2
0004	Option Period 3
0005	Option Period 4

Each CLIN will be issued in its own separate Task Order in accordance with the following numbering plan:

0 X XX	This number references the Contract CLIN No. against which the Task Order CLIN is being issued.
0X X X	This number references the Task Order No. against which the Task Order CLIN is being issued.
0XX X	This character indicates the Task Order CLIN is a subCLIN of the Contract CLIN No. against which the Task Order CLIN is being issued to make a distinction between the severable and non-severables services contained in the Task Order CLIN, if applicable. Severables services will be indicated with an “S” and non-severable services will be indicated with an “N” in place of the “X” designated in the Task Order CLIN No. for each of the CLINs described in this section.

III. ORDERING SERVICES

1. Task Order Initiation: The Contracting Officer will either initiate Task Orders by direct issuance based on the Contractor’s proposal which led to the award of this contract; or by issuing a request for Task Order Proposal and cost/price estimate from the Contractor.

2. Task Order Request for Proposal: If issued, the request will include:

- the Task Order Statement of Work (SOW),
- attachments or supplemental information (if any),
- specific and/or special Task Order terms and conditions (if any),
- Task Order Proposal submission instructions, including the due date for submission.

Issuing a request for Task Order Proposal does not commit the Government to awarding a Task Order.

3. Task Order Proposal: Upon receipt of the request for Task Order Proposal, the Contractor shall acknowledge receipt. The Contractor shall submit a Task Order Proposal and cost estimate in accordance with the submission instructions contained in the request for Task Order Proposal within 5 business days of receipt of the request, unless otherwise specified in the request.

4. Evaluation: The Government will evaluate the Task Order Proposal and price/cost estimate.

5. Revisions: The Government may request revisions to the Task Order Proposal, if deemed necessary.

6. Government Acceptance: Once the Government has accepted the Task Order Proposal and price/cost estimate, the Contracting Office will issue a bilateral Task Order award by sending a funded Task Order on Optional Form 347, accompanied by the Task Order SOW (if

applicable), attachments or supplemental information (if any), and specific Task Order terms and conditions (if any) to the Contractor for concurrence and signature.

7. Contractor Concurrence: Upon signature, the Contractor shall furnish the Task Order award to the Contracting Office for full execution and distribution.

8. Award: The Government will fully execute the Task Order award and provide a fully executed copy to the Contractor.

9. Acknowledgement: Within three (3) days of receipt of the fully executed Task Order award, the Contractor shall acknowledge receipt to the Contracting Officer in writing.

III. TASK ORDER PRICING REQUIREMENTS

The Contractor shall propose pricing that is at least consistent with section B of the contract. The fixed rates set forth in the Section B clause entitled, "FIXED RATES FOR SERVICES" shall apply for pricing Task Orders for services ordered under this contract. Task Order proposals must utilize the fixed rates for pricing all Task Order Proposals. The Contractor is encouraged to offer greater discounts in Task Order Proposals for services ordered throughout contract performance than those identified in the Section B clause.

The Contractor shall include pricing for ODCs in its Task Order Proposals.

The Contractor shall provide services under the Section 2. Tasks of the SOW as part of any service ordered under any CLIN set forth in the TASK ORDER CLINS above. As such, pricing for the services required under these SOW Sections shall not be separately priced but shall be including in the Task Order Proposal pricing for each CLIN.

IV. TASK ORDER SPECIAL TERMS AND CONDITIONS

Task Orders may include their own special terms and conditions including clauses to which the Contractor shall adhere.

ATTACHMENT 2

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS
SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office.
- (2) Voucher Number - insert the voucher number as shown on the Standard Form 1034.
- (3) Schedule Number - leave blank.
- (4) Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) Number and Date of Order - insert payee's name and address as in the Standard Form 1034.
- (6) Articles or Services - insert the contract number as in the Standard Form 1034.
- (7) Amount - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) A summary of claimed current and cumulative costs and fee by major cost element. Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The fee shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) – identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) – identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice.

The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

(1) Contractor's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer. The Payee's DUNS number and Tax Identification number should also be listed below the address.

(2) Contract Number - insert the number of the contract under which reimbursement is claimed.

(3) First voucher number and completion voucher number.

- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.